



CR-6769-2025

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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

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CR-6769-2025

Date of decision :23.09.2025

AMITOJ KHERA

... PETITIONER

VERSUS

CENTRAL BANK OF INDIA AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Gurcharan Dass, Advocate
for the petitioner.

Mr. Gaurav Goel, Advocate
for respondent No. 1-bank.

PARMOD GOYAL, J. (ORAL)

1. The petitioner is aggrieved by the order dated 04.08.2025 (Annexure P-1) passed by the learned Civil Judge (Junior Division), Ludhiana, whereby the application filed on behalf of the petitioner–decree holder under Order XIV Rule 2 read with Section 151 of the Code of Civil Procedure, 1908, seeking amendment of the issues, has been dismissed.

2. In order to understand the real dispute, the relevant facts are being noticed briefly. The petitioner–decree holder had filed a suit for specific performance of an agreement to sell dated 29.03.2011 against one Gauri Grover, the owner of the suit property. The said suit was duly decreed vide judgment and decree dated 13.11.2014. During the execution proceedings initiated by the petitioner–decree holder, the respondent–objector, i.e., Central Bank of India, filed objections (Annexure P-4) against the execution of the judgment and decree dated 13.11.2014 on the ground that a mortgage was executed in favour of the



bank by Gauri Grover to secure a loan availed by M/s Hari Om N.A.G. Electronics through Vicky Grover and Gauri Grover. It was contended by the objector that, since the mortgage is attached to the property, the bank has a prior and superior right over the property in question as compared to the petitioner–decree holder. On the basis of above noted averments objector-bank had preferred objections (Annexure P-5).

3. The decree holder-petitioner claim themselves to be bonafide purchaser and had oppose the objections. It The learned Executing Court vide its order dated 08.01.2023 had framed the following issues:-

- “1. Whether the decree holder has purchased the suit property bonafidely? OPDH*
- 2. Whether the objector i.e., Central Bank of India does not have any right, title or interest in the suit property? OPDH*
- 3. Whether the present execution application is not maintainable? OPO*
- 4. Relief.”*

4. The petitioner–decree holder, being aggrieved by the placing of the onus of Issue No. 1 upon the decree holder, moved an application (Annexure P-6) under Order XIV Rule 2 of the Code of Civil Procedure, 1908. The said application was decided by the impugned order dated 04.08.2025 (Annexure P-1).

5. It is the case of the petitioner–decree holder that the onus of Issue No. 1 ought to have been placed upon the objector–bank, and not upon the decree holder, as was erroneously done by the learned Executing Court while framing issues vide order dated 18.01.2023.

6. Issue No. 1, as framed by the learned Executing Court, is: “Whether the petitioner–decree holder has purchased the suit property bonafidely? OPDH”



7. In the present case, objector–bank had alleged that the mortgage over suit property is in existence and enforcement of decree which the petitioner–decree holder is now seeking, has to be subject to mortgage. It is the case of the petitioner–decree holder that he had purchased the suit property in a bonafide manner from the respondent–seller, Gauri Grover, therefore, the initial burden to prove the existence and priority of the mortgage and to establish that the petitioner is not a bonafide purchaser ought to lie with the objector–bank, not with the petitioner–decree holder.

8. It is a well-settled principle of law that the burden of proof lies on the party who asserts a fact. Therefore, since it is the decree holder–petitioner who is asserting that he is a bonafide purchaser, the onus of proving the same has rightly been placed upon him. No fault can be found with the order dated 18.01.2023 passed by the learned Civil Judge (Junior Division), Ludhiana, insofar as it places the onus of Issue No. 1 upon the petitioner–decree holder. Bonafide of decree holder can be proved by decree holder not by objector bank. The framing of issues and the placement of onus have been done in accordance with settled principles of law.

9. No other point has been argued. I find no merit in the present revision petition. Accordingly, the same is dismissed.

23.09.2025
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No